

## ENROLLMENT AGREEMENT

The Enrollment Agreement (this “Agreement”) for Cord Blood Banking Services (the “Services”) is between NeoStem (“NeoStem”) and You, the biological mother and father identified below (collectively, the “Parents”) and any other legally responsible party identified below (the “Responsible Party”) (collectively, the Parents and the Responsible Party, if any are referred to in this Agreement as “You” or “Your”). By signing this Agreement, You are electing to enroll in the Cord Blood Program (the “Cord Blood Program”). This Cord Blood Program provides for the collection, testing, processing, and storage of the cells from the umbilical cord and placenta (the “Cord Blood”) after Your child’s birth.

### Services

The Services provided by the Cord Blood Program are outlined below:

**Cord Blood Collection Kits, Education and Informed Consent:** NeoStem will make available a “Cord Blood Collection Kit” that meets the highest industry standards for Your physician, midwife, or nurse practitioner to use in order to collect the Cord Blood after Your child’s birth. NeoStem offers and provides training to the hospital and Your physician, midwife, or nurse practitioner on how to use the Cord Blood Collection Kits. Your physician and/or hospital staff can also provide You with education regarding NeoStem’s Cord Blood Program and are available to answer any questions that You may have regarding the cord blood collection process and/or the Informed Consent attached to this Agreement. NeoStem may pay Your physician and/or the hospital an “administrative fee” for providing educational and administrative services in connection with the Cord Blood Program.

***Note on Cord Blood Collection:** Your physician is solely and entirely responsible for the collection of the Cord Blood and assuring that only medical professionals who are trained and experienced with Cord Blood collection procedures perform the Cord Blood collection. Your physician is also solely and entirely responsible for taking reasonable steps to assure that the Cord Blood is collected successfully, while putting the health of the mother and the newborn child first at all times. NeoStem does not employ or pay Your physician or other professional staff to perform the technical collection of the Cord Blood, and the Fees that are paid by You under this Agreement do not cover the actual collection procedure. Your physician may or may not charge You a separate fee for collecting the Cord Blood, and You acknowledge and agree that any such collection fee would be in addition to Fees paid to NeoStem for the Services provided under this Agreement and in connection with the Cord Blood Program. You also acknowledge and agree that because Your physician, medical personnel and other staff involved in Your medical care are not agents or employees of NeoStem, NeoStem is not responsible for any acts, omissions or negligence on the part of such third parties and by signing this Agreement, You hereby agree to release and hold harmless NeoStem and its employees, directors, officers, agents, contractors, and affiliates for any damages, claims or liabilities that may arise from the acts and omissions of such individuals.*

**Shipping:** Shipping will be performed through NeoStem’s experienced medical couriers and air transportation partners. NeoStem’s transportation network has extensive experience in the shipment and delivery of cord blood and human tissue products. Strict standards will be followed in the shipment. If You deliver Your child at a hospital that participates in NeoStem’s Cord Blood Program, the participating hospital will facilitate and arrange for Your Cord Blood to be shipped to NeoStem’s designated processing and storage facility in accordance with NeoStem’s instructions. At all other hospitals, either You or Your physician will be responsible for assuring that the collected Cord Blood is sent to our facilities using NeoStem’s designated medical courier. In this instance, directions for arranging transport will be included in the collection kit.

**Processing and Storing:** NeoStem will provide for the testing, processing, cryopreservation (*i.e.*, preservation by freezing in nitrogen vapor) and storage of the Cord Blood. The Cord Blood will be prepared and stored according to federal and applicable state standards. In some instances and under certain circumstances, NeoStem may not be able to provide for the processing and/or storage of the Cord Blood. If the Cord Blood is not able to be stored, You will be notified regarding this determination and NeoStem will arrange to dispose of the Cord Blood.

**Testing:** State and federal law requires the biological mother’s blood and the Cord Blood to be tested for blood type and communicable and infectious diseases. The Cord Blood and the biological mother’s blood sample will be tested by a certified and licensed laboratory. The written test results will be mailed to You (as permitted under applicable laws) at the address You provide in the Client Contact Information form. In addition, certain abnormal test results may require that the results be reported to the New Jersey Department of Health and/or another governmental agency collecting such data, as applicable. The privacy of such reports are protected by state and federal law and are not subject to public disclosure.

## ENROLLMENT AGREEMENT

### Fees

Fees for the Cord Blood Program include an Enrollment Fee and a Storage Fee. The Enrollment Fee covers the following: administrative fees (including any administrative fees paid to Your physician and the hospital), all materials used in cord blood processing and cryopreservation. The Storage Fee covers the costs to continue storage of the Cord Blood on an annual basis.

Please select one payment plan for each fee. Please note that fees apply to single births only.

#### Enrollment Fee

| Select One               | Payment Plan                        | Payment at Enrollment | Monthly Payment |
|--------------------------|-------------------------------------|-----------------------|-----------------|
| <input type="checkbox"/> | Single Payment                      | \$1950                | None            |
| <input type="checkbox"/> | 6-Month 0% Interest Plan            | \$275                 | \$325           |
| <input type="checkbox"/> | 9-Month Prepay Plan**               | \$150                 | \$175           |
| <input type="checkbox"/> | Other Financing Plans are Available |                       |                 |

\*If birth date is enrollment date then enrollment payment is due.

\*\*Prepay program = enrollment at least 6 months prior to due date.

\*\*\*Other fees may apply.

**Storage Fee:** If no storage or payment plan is selected when Your Cord Blood arrives, You will automatically be enrolled in the yearly storage payment plan.

| Select One               | Payment Plan  | Payment at Birth | Yearly Payment                  | Total Payment (for 18 years)                          |
|--------------------------|---|------------------|---------------------------------|---|
| <input type="checkbox"/> | <b>Yearly Payment Plan</b><br>You agree to pay the cost for storage to NeoStem each year. The first year of storage is already included in the enrollment fee. This amount is due within fifteen (15) days of the anniversary of Your child's birth. This fee is guaranteed not to change for You for 18 years.   | \$125            | \$125                           | \$2250  |
| <input type="checkbox"/> | <b>10-Year Pre-Paid Plan</b><br>You agree to pay, up front, the cost for 9 years of additional storage (the first year of storage is included in the enrollment fee). This plan gives You a 10% discount on the Yearly Payment Plan. Once the initial 1-year period is over, You will have the option of enrolling in another Pre-Paid Plan or enrolling in the Yearly Payment Plan, at the then-current storage rates. | \$1050           | \$125<br>(after first 10 years) | \$2050<br>(assuming yearly payments for last 8 years) |
| <input type="checkbox"/> | <b>18-Year Pre-Paid Plan</b><br>You agree to pay, up front, the cost for 17 years of additional storage (the first year of storage is included in the enrollment fee). This plan gives You a 15% discount on the Yearly Payment Plan.   | \$1980           | None                            | \$1980  |

**Medical Courier Fee:** Cost to transport Cord to laboratory = \$150.

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### Payments

#### Checks

If paying by check, please attach with this enrollment form.

#### Credit Card

If paying by credit card, please complete the following information and have the card holder sign where indicated.

Credit Card: (please check):  Visa  MasterCard  American Express  Discover

Credit Card #: \_\_\_\_\_ 3 or 4-digit ID# (on the back or front of the card): \_\_\_\_\_

Expiration Date: Month \_\_\_\_\_ Year \_\_\_\_\_

Name on Card (please print): \_\_\_\_\_  
(First) (Initial) (Last)

Credit Card Billing Address: \_\_\_\_\_  
(Street) (City) (State) (Zip Code)

Signature: \_\_\_\_\_  
(Signature of card holder)

All payments should be made payable to "NeoStem" and should be mailed to:

NeoStem  
4 Pearl Ct., Suite C  
Allendale, NJ 07401  
Attn: Cord Blood

Or faxed to: (646) 514-7787

#### Refunds

If you terminate this Agreement prior to the collection of the Cord Blood, all fees that have been paid, with the exception of a \$150 administrative fee, will be refunded. If your physician cannot collect the Cord Blood for any reason, including, but not limited to, the protection of your health and/or your baby's health, or if the Cord Blood cannot be processed or stored for any reason, all fees that have been paid, with the exception of a \$150 administrative and processing fee, will be refunded. There are no other refunds available.

#### Late Fees

An additional charge of 15% of the amount owed will be added to any fees due under this Agreement if they are not paid within 60 days of receiving the first invoice.

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### Retrieval

At any time during which the Cord Blood is stored, either You or Your child's legal guardian, or the child once he or she reaches 18 years of age, can request that the Cord Blood be retrieved, prepared for transport, and/or transferred to a designated location. You understand and agree that NeoStem will only release the Cord Blood upon the written request of a duly licensed physician. You also understand and agree that the costs associated with such retrieval, transport, and delivery are not included as part of the Service provided for under this Agreement. You hereby agree to pay an additional \$500 to "NeoStem" for the costs associated with each such retrieval, transport, and delivery of the Cord Blood.

To request such retrieval, please notify NeoStem at 1.888.STEMBANK to request "Release of Cells" paperwork.

### Length and Termination of Agreement

This Agreement will remain in effect until terminated under one of the following provisions:

1. While the child is still a minor, You may terminate this Agreement for any reason upon 60 days advance notice to NeoStem. Such notice must be in writing, signed by You, notarized and sent by Certified Mail to: NeoStem, Attention: Cord Blood Contracts, 4 Pearl Ct., Suite C, Allendale, NJ 07401. Such notice must also include clear instructions as to the disposition of the Cord Blood (*i.e.*, may be disposed of or used for research). Regardless of any other provision in this Agreement, if You fail to provide these instructions prior to the termination date (*i.e.*, 60 days after notice is sent), NeoStem will have no further obligations with respect to the Cord Blood and the Services described in this Agreement.
2. Once the child reaches 18 years of age (the "Adult Child"), the Adult Child may terminate this Agreement for any reason upon 60 days advance notice to NeoStem. Such notice must be in writing, signed by the Adult Child, notarized and sent by Certified Mail to: NeoStem, Attention: Cord Blood Contracts, 4 Pearl Ct., Suite C, Allendale, NJ 07401. Regardless of any other provision in this Agreement, if the Adult Child fails to provide these instructions prior to the termination date (*i.e.*, 60 days after notice is sent), NeoStem will have no further obligations with respect to the Cord Blood and the Services described in this Agreement.
3. NeoStem may terminate this Agreement upon 60 days advance notice of its intent to terminate. Unless otherwise specified in the notice, the termination date shall be the date immediately following the expiration of the 60-day notice period. Such notice must be in writing, signed by an authorized representative of NeoStem, and mailed to the address provided in the Client Contact Information Form.\* Such notice must also include the names and addresses of alternate Cord Blood storage options. If You desire to store the Cord Blood in another laboratory, NeoStem agrees to pay the cost (up to \$250) for packaging and shipping the Cord Blood to the specified laboratory. Laboratory must be run by a duly licensed physician.
4. NeoStem may terminate this Agreement if You fail to make a payment as required under this Agreement. You will be given 90 days written notice [consisting of at least two (2) written follow-up invoices/notices] before the Agreement is terminated under this provision. Such notice will be mailed to the address provided in the Client Contact Information Form.\* To prevent such termination and for this Agreement to continue in full force and effect, You must pay in full the amount owed, plus any late fees, within 90 days of receipt of the written notice. If You fail to do so, this Agreement will be terminated on the date immediately following the expiration of the 90-day notice period, and NeoStem will have no further obligations with respect to the Cord Blood and the Services described in this Agreement.
5. If, for any reason, Your physician is not able to collect or NeoStem is not able to store the Cord Blood, this Agreement will automatically terminate.

\*You have an obligation under these sections to update the information provided in the Client Contact Information Form, including Your current mailing address. In the event that You change addresses and fail to notify NeoStem, if NeoStem's termination letter is sent to the address provided in the most recent Client Contact Information form and returned to NeoStem as undeliverable, this Agreement will be deemed to be terminated and NeoStem will have no further obligations with respect to the Cord Blood and the Services described in this Agreement. To update Your information, please call 1.888.STEMBANK.

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### EFFECT OF THE TERMINATION

If this Agreement is terminated by You, Your Adult Child, NeoStem, or the Agreement expires, You shall immediately send to NeoStem by certified mail written and notarized instructions for disposing of the Cord Blood. If You fail to do so within sixty (60) days after the date of termination or expiration, You shall be deemed to have abandoned the Cord Blood and NeoStem shall have the right and You expressly authorize NeoStem to dispose of the Cord Blood for value or otherwise without compensation or further notice to You. You agree that due to the length of time involved, it is Your sole obligation to contact NeoStem in writing during the one (1) year prior to expiration of the Agreement and each subsequent renewal, to initiate, follow-up with, pay all required fees and complete all other documents and items NeoStem may require to renew the Agreement.

### NO WARRANTIES OR GUARANTIES

NeoStem does not guarantee and/or warrant any of the Services provided under this Agreement. NeoStem also does not guarantee and/or warrant that the Cord Blood will be viable for future use when retrieved. In addition, NeoStem does not guarantee and/or warrant that the Cord Blood will provide Your child, or any potential recipient, any effective or positive benefits. You understand and acknowledge that if You retrieve the Cord Blood in the future for use, it may not provide any benefit whatsoever to Your child or any other potential recipient.

### LIMIT ON DAMAGES

NeoStem is not responsible for procedures or services performed by third parties, including, but not limited to, collection of the Cord Blood, courier transport, lab tests, processing, cryopreservation, or improper handling, in general. NeoStem will not be liable to You if the Cord Blood is damaged, improperly or inadequately handled, or destroyed due to the actions or inactions of a third party, and You hereby agree to release and hold harmless NeoStem and its employees, directors, officers, agents, contractors, and affiliates for any damages, claims or liabilities that may arise from the acts of third parties.

The aggregate liability of NeoStem to You under this Agreement is limited to the total amount You paid to NeoStem under this Agreement. NeoStem will not be liable to You under this Agreement for any consequential, exemplary, incidental, or punitive damages, regardless of the form of action, whether in contract or in tort, including negligence, regardless of whether NeoStem has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable. The existence of more than one claim will not enlarge or extend this limit.

In the event that any action, suit, or other proceeding is brought to enforce this Agreement or to obtain money damages or any other remedy, and NeoStem prevails in any such action, suit, or other proceeding, NeoStem shall be entitled upon demand to reimbursement from You for all expenses (including without limitation, reasonable attorney's fees and disbursements) incurred in connection with such action.

### ARBITRATION

Any dispute relating to the meaning, effect or performance of this Agreement shall be submitted to binding, non-appealable arbitration conducted in Bergen County, New Jersey, before a single arbitrator and in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any arbitration award or decision may be entered in any court of competent jurisdiction upon submission of either party, and shall be fully enforceable against NeoStem and You. You agree that this Agreement to arbitrate is irrevocable. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney's fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the arbitrators shall for good cause determine otherwise.

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### CONFIDENTIALITY

All information and test results obtained by NeoStem will be kept confidential, as required by federal and state law.

### CHOICE OF LAW

This Agreement is governed by and shall be governed by and interpreted in accordance with the laws of New Jersey, without giving effect to conflict of laws, rules, or principles.

### ENTIRE AGREEMENT

This Agreement embodies the entire agreement between NeoStem and You and supersedes all previous and contemporaneous agreements, understandings, and arrangements with respect to the subject matter hereof, whether oral or written. No change, amendment, or modification of any provision of this Agreement will be valid unless it is in writing and signed by You and NeoStem. You acknowledge that You have read this Agreement and agree to all its terms and conditions. You further acknowledge and agree that the hospital where You deliver Your baby is not a party to this Agreement and has no obligations to You hereunder.

### CONSTRUCTION; SEVERABILITY

In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, (i) such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (ii) the remaining terms, provisions, covenants, and restrictions of this Agreement will remain in full force and effect.

Prior to the onset of the biological mother's labor, You have: (1) read, understood, and signed the Informed Consent form (which is incorporated by reference as if fully set forth herein); (2) received and are satisfied with all information about the Services and this Agreement; (3) had sufficient opportunity to seek independent advice and counsel; and (4) freely and voluntarily executed this Agreement. In executing this Agreement, You have not relied on any promises, inducements, or representations that are not in this Agreement.

Each of the undersigned individuals hereby attests that he or she has read and understands the terms of this Enrollment Agreement and agrees to the terms as set forth above:

### BIOLOGICAL MOTHER

### BIOLOGICAL FATHER (OPTIONAL)

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Social Security # \_\_\_\_\_

Social Security # \_\_\_\_\_

Date of Birth \_\_\_\_\_

Date of Birth \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

## ENROLLMENT AGREEMENT

### RESPONSIBLE PARTY INFORMATION (If different from biological mother)

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Social Security # \_\_\_\_\_

Date of Birth \_\_\_\_\_

Date \_\_\_\_\_

The logo graphic consists of four stylized, overlapping circles in shades of purple and teal, arranged in a cluster above the letter 'o' in 'NeoStem'.

NeoStem®

YOUR CELLS • YOUR USE • YOUR LIFE